

REQUEST FOR PROPOSAL

RFP HSR-00008

PUBLIC INFORMATION PROGRAM

APRIL 26, 2001

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY
925 L STREET, SUITE 1425
SACRAMENTO, CA 95814**

TABLE OF CONTENTS

	Page
I. SCOPE OF WORK	1
A. Introduction	1
B. Background	1
C. Coordination with Other Work	4
D. Time Frames	4
II. STATEMENT OF WORK	4
III. DELIVERABLES	5
IV. PROPOSAL REQUIREMENTS	6
A. Content	6
B. Cost Proposal	8
C. Signature	8
D. Questions	8
V. CONTRACTOR/TEAM SELECTION	9
A. Proposal Review	9
B. Proposal Evaluation	9
VI. CONTRACT PROVISIONS	9
A. Contract Provisions	9
B. Time Limits	16
C. Contract Administration	16
VII. GENERAL INFORMATION	16
A. Proposal Submittal	16
B. Late Submittals	17
C. Modification or Withdrawal of Proposals	17
D. Schedule	17
E. Property Rights	17
F. Debriefings	17
G. Confidentiality	17
H. Amendments to Request for Proposals	18

I. Non-Commitment of State	18
J. Public Domain	18

TABLE OF CONTENTS

	Page
K. Inquiries	18
L. Small Business Preference	18

VIII. ATTACHMENTS

A. Cost Proposal Format	19
B. Criteria for Evaluation of Technical Proposals	20
C. Criteria for Evaluation of Oral Interviews	21
D. Criteria for Evaluation of Cost Proposals	22
E. Criteria for Awarding Points for the Technical and Oral Interviews	22
F. Small Business Preference Form	23

SECTION I SCOPE OF WORK

A. INTRODUCTION

This Request for Proposal (RFP) solicits CONTRACTOR/TEAM proposals for the development and implementation of a Public Information Program (PROGRAM) for the California High-Speed Rail Authority (Authority). The PROGRAM shall be designed to inform the public of the activities of the Authority as those activities relate to planning, building and operating a statewide high-speed train system for California.

B. BACKGROUND

Beginning with the California Intercity High Speed Rail Commission in 1993, and subsequently with the California High-Speed Rail Authority in 1997, the State of California has acted to advance the consideration of high-speed trains as an interregional, intercity mode of transportation. The Authority is directed to take the actions necessary for the implementation of a statewide high-speed train network and to initiate the environmental review process.

The California Intercity High-Speed Rail Commission

To determine whether this mode of transportation might be appropriate for California, the Legislature established the nine-member Intercity High-Speed Rail Commission (Commission) in 1993 to investigate the feasibility of high-speed rail for California. The Commission submitted its Final Report to Governor Pete Wilson and the Legislature at the end of 1996. The Commission determined that High-Speed Rail (HSR) is technically, environmentally, and economically feasible once constructed and would be operationally self-sufficient. Furthermore, the Commission concluded that HSR would benefit the State's economy, would enhance California's competitiveness in a global market, and should deserve the widespread support of the people of California. The Commission recommended that Governor Wilson and the Legislature create an implementation "Authority" to secure financing for high-speed rail and to oversee the construction and operation of a statewide network.

The California High-Speed Rail Authority

Implementing the HSR network in California is the responsibility of **the nine-member California High-Speed Rail Authority (Authority)** established by Chapter 796 of the Statutes of 1996 (Senate Bill 1420, Kopp and Costa).

The Authority is the state agency authorized to develop and implement a intercity high-speed rail system. The Authority is planning for the development of a statewide high-speed train network that is fully coordinated with other public transportation services and capable of achieving speeds of at least 200 mph. The Legislature granted the Authority the powers necessary to oversee the construction and operation of a statewide HSR network once financing is secured. Continuing the work of the Commission, the Authority identified the need for a new,

electrified, double-tracked, completely fenced and grade-separated system (no at-grade crossings with roads or other rail systems). The Authority concluded that the next step in the development of the high-speed train system should be to initiate a formal environmental review process with a program EIR. The Authority recommended both the next generation of steel-wheel-on-rail technology (like the French “TGV” or Japanese “Bullet Train”) and Magnetic Levitation (Maglev) be addressed in the program EIR process.

The Authority continued the conceptual planning work of the Commission to evaluate potential routes and station areas for a proposed high-speed train system to meet the travel demands of California residents for the year 2020 and beyond. The primary objective of the system is to provide Californians with enhanced mobility to travel to and from the major population centers projected to exist in 2020. Figure 1 represents the corridors that the Authority recommended in its Business Plan (June 2000) be carried forward through the program EIR process.

Per AB 1703, which was passed by the Legislature in August 2000 and signed by Governor Davis on September 29, 2000, the Authority will sunset at the end of December 2003, unless the Legislature and Governor extend the Authority beyond that date.

FIGURE 1 – RECOMMENDED ROUTES TO BE STUDIED IN THE ENVIRONMENTAL
CLEARANCE PHASE



C. COORDINATION WITH OTHERS

The CONTRACTOR/TEAM will need to coordinate public information efforts, through the Authority, with the public involvement teams working as part of the teams developing the Authority's program EIR/EIS. The Authority believes that separate public information consultants can help ensure that public awareness of the Authority's activities, above and beyond that which might be presumed as part of the program EIR/EIS process.

D. TIME FRAMES

The PROGRAM start date is July 1, 2001. The contract will terminate June 30, 2003.

SECTION II STATEMENT OF WORK

The objective of this work is to provide timely and relevant information about the Authority's activities, to generate awareness and understanding of the actions of the Authority regarding the planning, building and operating of the statewide high-speed train for California.

The CONTRACTOR/TEAM shall develop a work plan for a Public Information Program (PROGRAM) for approval by the Authority. The work plan shall include proposed overall methodology, plan, schedule, proposed components and personnel, and dollar budgets for the various components. For purposes of evaluation the CONTRACTOR/TEAM should assume that the budget shall not exceed \$250,000 per fiscal year¹ for a total of up to \$500,000.

In the work plan for the Public Information Program, bidders should address, but are not limited to, the following elements:

- ?? The effort required to bring to the attention of Californians the facts and issues pertaining to high-speed rail and inform and educate them about the comparative costs and benefits of high-speed rail as part of the state's overall transportation plan.**
- ?? How to reach diverse audiences throughout California and what systematic steps or programs would be employed to reach these audiences.**
- ?? The proposal should describe how to utilize Authority members as spokespersons for the Authority and the high-speed rail effort.**
- ?? The proposal should outline what kind of materials the Authority should develop separate and apart from the EIR/EIS materials.**

¹The State's fiscal year is from July 1 through June 30

- ?? **The proposal should describe how the Authority's web site can be utilized as an effective communications medium.**
- ?? **The experience of the Contractor/Team, its project manager, and possible subcontractors, in leading a statewide informational effort that reaches California's diverse populations and regions. The proposal must identify the key personnel that will be doing the work, and approximate percentages of their time that will be spent on the project.**
- ?? **The proposal should include a quarterly timeline based on proposed tasks, hours and drawdown.**

SECTION III DELIVERABLES

1. CONTRACTOR/TEAM shall produce the products and services necessary to meet the scope of work detailed above. Within twenty days of awarding the contract, the Authority and the CONTRACTOR/TEAM will agree upon specific deliverables and a timetable for their completion.
2. The Authority may exercise review and approval functions through its Executive Director throughout the project for the specific products and deliverables listed herein.
3. CONTRACTOR/TEAM shall provide progress reports to the Authority every 30 days. The progress reports will include major milestones, project schedules, progress by task to date, description of the progress, including identification of problems, proposed solutions and revised completion dates if necessary. The progress will also indicate, in percentage form for each task, the amount of work completed and the budget expended to date.
4. The CONTRACTOR/TEAM shall participate in meetings with appropriate agencies, groups, and consultants involved in this and other work undertaken by the Authority throughout the project to facilitate timely coordination of effort, identify and address issues of concern, and share information.
5. All models, data, products, charts, and other documents, hardcopy and electronic, prepared or assembled by CONTRACTOR/TEAM in connection with the service under this agreement shall be the property of the Authority, and copies shall be delivered to Authority within 15 working days upon completion of work or upon earlier termination of this agreement.

The Public Information Program, once approved by the Authority, shall be continuous throughout the life of the contract. Upon approval, the PROGRAM may be altered or adjusted to respond to changing needs and to reflect various stages of project development.

SECTION IV PROPOSAL REQUIREMENTS

A. Content

Each technical proposal shall contain as a minimum:

1. Identification of Prospective Contractor/Team

The proposal shall include the name of the firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired.

2. Management

The prospective Contractor/Team shall designate by name the project manager to be employed. The selected Contractor/Team shall not cause the substitution of the project manager without prior approval of the Authority.

3. Personnel

The prospective Contractor/Team shall describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, a resume for each professional, a statement indicating an estimate of how many hours each professional will be assigned to the contract and what tasks each professional will perform. The Contractor/Team shall not cause members of the project team to be substituted without prior approval of the Authority.

4. References

The prospective Contractor/Team shall provide names, addresses, and telephone numbers for at least three clients for whom the prospective Contractor/Team had performed work similar to that proposed in this request. A summary statement for each assignment shall be provided. If applicable, provide names, address and telephone numbers of your last three (3) State contracts.

5. Subcontracts

If subcontractors are to be used, the prospective Contractor/Team must submit a description of key personnel or firm and the work to be done by each subcontractor. The cost of the subcontract work is to be itemized in the cost proposal as described below. All subcontracts must be approved by the Authority, and no work shall be subcontracted without the prior approval of the Authority. In addition, the prospective Contractor/Team must indicate the cost of any subcontracts.

6. Methodology

The prospective Contractor/Team shall describe the overall approach of the Public Information Program, specific techniques that will be used, and specific administrative, operational and management expertise that will be employed and the allocation of resources to various tasks as a percentage of the total budget.

7. Experience

The prospective Contractor/Team must have experience managing informational and outreach programs in California – at least one of which had an annual budget of \$500,000 or more. The Contractor/Team must have experience managing statewide informational and outreach programs, or demonstrate how their team's experience will enable them to reach a statewide audience. The Contractor/Team should also have knowledge of transportation-related issues, including high-speed rail, and experience in multi-lingual/multi-cultural public relations. The Contractor/Team should provide detailed descriptions and documented results of its previous work and experience in these areas. In addition, the prospective Contractor/Team should provide samples of videos in VHS format, brochures and other materials that illustrate the Contractor/Team's and/or subcontractors writing, creative and production abilities and experience.

8. Conflict of Interest

The prospective Contractor/Team shall disclose any financial, business, or other relationship with the California High-Speed Rail Authority, the High-Speed Rail Commission, the Business, Transportation and Housing Agency, or the California Transportation Commission that may have an impact upon the outcome of the contract. The prospective Contractor/Team shall also list current clients who may have a financial interest in the outcome of the contract. The selected Contractor/Team may be required to file a financial Disclosure Statement in accordance with the Authority's Conflict of Interest Code.

9. Schedule of Tasks

The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work and timeframe for each task. The schedule shall specify the estimated hours to accomplish each task. The schedule shall be in accordance with the milestones listed in the Description of Work section.

10. Nondiscrimination

The prospective Contractor/Team must certify compliance with nondiscrimination requirements of the State pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective Contractor/Team's signature affixed to and dated on the cover letter, as required by Section III. C below, shall constitute a certification under penalty of perjury under the laws of the State of California that the propose has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulation, Section 8103.

B. Cost Proposal

In addition to a technical proposal, the prospective Contractor/Team shall prepare a detailed cost proposal for the work to be performed. The Cost Proposal shall detail personnel to be utilized, their respective billing rates, and the hours required to complete the entire PROGAM, as well a cost breakdown by task. Additionally, the cost proposal shall itemize all other direct costs that will be charged to the HSRA including travel charges that will be involved in conducting the PROGRAM and included in the bid amount. Any direct costs that will exceed \$2,000 will require prior approval from the contract manager.

Cost proposals shall follow the format provided in Attachment A, and shall be submitted with the technical proposal. The cost proposal will be rated and thereby included as part of the evaluation of the Technical Proposal and Oral Interview see Attachments B and C.

The breakdown of subcontract costs shall follow the same format provided in Attachment A.

C. Signature

Technical and cost proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The letter accompanying the technical proposal shall also provide the following: Name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the company.

This cover letter constitutes certification by the prospective Contractor/Team, under penalty of perjury, that the prospective Contractor/Team complies with nondiscrimination requirements of the State as specified in IV. A. 10 above. An unsigned proposal or on signed by an individual not authorized to bind the proposer will be rejected.

D. Questions

A proposers conference will not be held. Questions regarding this Request for Proposals must be submitted in writing. Only those written questions received by 4:00PM on May 10, 2001 will be answered.

Written questions should include the individual's name, the name of the firm and address and must reference RFP No. HSR-00008. Questions should be sent to the following address:

Mailed to:
 California High-Speed Rail Authority
 Attention: Carrie Pourvahidi
 925 L Street, Suite 1425
 Sacramento, CA 95814
 (916) 324-1541
 (916) 322-0827 FAX
 jbarna@hsr.ca.gov

Written responses to all questions will be mailed to each individual or firm receiving this Request for Proposal.

SECTION V

CONTRACTOR/TEAM SELECTION

A. Proposal Review

Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section III above. Failure to meet the requirements for the Request of Proposal will cause rejection of the proposal.

The Authority may reject any proposal if it is conditional, incomplete, or contains irregularities. The Authority may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal documents or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

B. Proposal Evaluation

An evaluation committee will evaluate those proposals that meet the proposal requirements. The technical evaluation will be based on the criteria shown on Attachment B. To qualify for an Oral Evaluation with the selection committee, the proposer must achieve a score of 85% or more.

Oral interviews will be separately evaluated based on criteria shown on Attachment C. The contract will be tentatively awarded to the proposer receiving the highest score from the committee at the Oral Interviews, pending approval by Authority and approval from the Department of General Services - Office of Legal Services.

The prospective Contractor/Team is advised that should this Request for Proposals result in award of a contract, the contract will not be in force until it is approved and fully executed by the State.

SECTION VI CONTRACT PROVISIONS

A. Contract Provisions

Provisions that may be applicable upon execution of this contract:

1. Contractor/Team Name Change

An amendment is required to change the Contractor/Team's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

2. Recycling Certification

The Contractor/Team shall certify in writing under penalty of perjury, the minimum, if not the exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in material, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code, Sections 12161 and 12200. Contractor/Team may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354.)

3. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

4. Contractor/Team's Reports and/or Meetings

The Contractor/Team shall submit progress reports at least once a month to allow the Contract Manager to determine if the Contractor/Team is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed. The Contractor/Team shall meet with the Contract Manager as needed to discuss progress on the contract.

Prior to completion of the contract, the Contractor/Team shall hold a final meeting with the Contract Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.

5. Period of Performance

This contract shall begin on *July 1, 2001*, contingent upon approval by the State, and terminate on *June 30, 2003 with an option to renew through December 31, 2003*.

6. Allowable Costs and Payments

The method of payment for this contract will be based on billing rates. The State will reimburse the Contractor/Team at the current billing rates, the billing rates shall include direct labor costs, employee benefits, overhead and profit. All other direct costs will be reimbursed based on actual cost.

Transportation and subsistence costs shall not exceed rates authorized to be paid State employees under current State Department of Personnel Administration rules.

Progress payments will be made monthly in arrears based on services provided and actual costs incurred. The State will withhold 10% of each progress payment. The retention amount will be paid to the Contractor/Team after the State has evaluated the Contractor/Team's performance and made a determination that all contract requirements have been satisfactorily fulfilled.

The Contractor/Team shall not commence performance of work or services until this contract has been approved by the State. No payment will be made prior to approval nor for any work performed prior to approval of this contract.

The Contractor/Team will be reimbursed as promptly as fiscal procedures will permit upon receipt by the Contract Manager of itemized invoices in triplicate. Invoices shall reference this contract number and project title and shall be mailed to the Contract Manager at the following address:

California High-Speed Rail Authority
Attention *Carrie Pourvahidi*
925 L Street, Suite 1425
Sacramento, CA 95814

Invoices shall follow the format stipulated in the bid/cost proposal. The invoice shall breakout all payments to subcontractors identified in the contract during the invoice period. If none were made, the invoice shall state "No work was performed by subcontractors during this period".

7. Termination

The State reserves the right to terminate this contract upon thirty calendar (30) days written notice to the Contractor/Team.

8. Funding Requirements

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this contract in any manner.

It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The State has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

9. Change in Terms

This contract may be amended or modified only by mutual written agreement of the parties.

There shall be no change in the Project Manager or members of the project team without prior written approval by the Contract Manager.

10. Nondiscrimination

During the performance of this contract, Contractor/Team and its subcontractors shall not unlawfully discriminate, harass or allow any harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor/Teams and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor/Team and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor/Team and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor/Team shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

10. MBE/WBE Participation (No Goals)

The State has established no goals for the participation of MBE/WBE for this contract (no federal funding is expected for this contract). However, California has a diverse mixture of cultures and interests; therefore, the proposer needs to be sensitive towards reaching and including these populations when developing their teams.

11. DVBE Participation (With Goals)

This contractor is subject to the participation goals for disabled veteran business enterprises (DVBE) as set forth in PCC Sections 10115, et seq. The participation goal is 3 percent for DVBE. Periodically updated DVBE resource information is available on the OSBCR internet home page: <http://www.dgs.ca.gov/osmb>. DVBE goals achieved are expressed as a total participation dollar amount claimed by a DVBE, and are identified on Form STD. 840 (Attachment F) attached to the Contractor's bid/cost proposal.

12. Maintenance of Records

The contracting parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

13. Disputes

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor/Team shall submit to the State's project manager a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this contract, unless the State, on its own initiative, has already rendered such a final decision.

Contractor/Team's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the contract, Contractor/Team shall include with the written demand a written statement signed by a senior company official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which Contractor/Team believes the State is liable. The Project Manager will arrange for the assignment of a State official not having a direct role in the administration of this Agreement to hear and decide the dispute. The Contractor/Team may present documentary or other evidence and arguments in support of its position. The State's representative shall make a decision in writing within 30 days of the Contractor/Team's notice. Such decision shall be final and conclusive unless shown to be arbitrary, capricious, or grossly erroneous. The decision may encompass facts, interpretations of the contract, and determinations or applications of law.

Pending final resolution of any dispute arising under, related to or involving this contract, Contractor/Team agrees to diligently proceed with the performance of this contract, including the delivery of goods or

providing of services. Contractor/Team's failure to diligently proceed shall be considered a material breach of this contract.

14. Subcontracting

The Contractor/Team shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted without written authorization by the State's Contract Manager, except that which is expressly identified in the Contractor/Team's cost/bid proposal. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

15. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, the Contractor/Team hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor/Team within the immediately preceding two-year period because of the Contractor/Team's failure to comply with an order of a Federal court that orders the Contractor/Team to comply with an order of the National Labor Relations Board.

16. Evaluation of Contractor/Team

The Contractor/Team's performance, as required by this contract, will be evaluated and if negative findings are made, will be reported to the Department of General Services Legal Office.

17. Drug-Free Workplace Certification

By signing this contract, the Contractor/Team hereby certifies under penalty of perjury under the laws of the State of California that the Contractor/Team will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

?? the dangers of drug abuse in the workplace,

- ?? the person's or organization's policy of maintaining a drug-free workplace,
- ?? any available counseling, rehabilitation and employee assistance programs, and
- ?? penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:

- ?? will receive a copy of the company's drug-free policy statement and
- ?? will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Contractor/Team may be ineligible for award of any future state contracts if the department determines that any of the following has occurred: 1) the contract has made a false certification or, 2) violates the certification by failing to carry out the requirements as noted above.

18. Conflict of Interest

The following laws apply to entities doing business with the State of California:

A. Current State Employees (PCC 10410):

- ?? No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- ?? No officer or employee shall contract on his or her own behalf as an independent Contractor/Team with any state agency to provide goods or services.

If Contractor/Team violates any provision of above paragraphs, such action by Contractor/Team shall render this Agreement void (PCC 10420).

Members of boards or commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem (PCC 10430(e)).

19. Labor Code / Workers Compensation

Contractor/Team needs to be aware of provisions that require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions and

Contractor/Team affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700)

20. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulating utility or governmental statutes or regulations superimposed after the fact. If a delay or failure to perform by the Contractor/Team arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor/Team and subcontractor, and without the fault or negligence of either of them, the Contractor/Team shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor/Team to meet the required performance schedule.

21. Taxes

The State of California is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on the Contractor/Team or on any taxes levied on employee wages. The State will only pay for any state or local sales or use taxes on the services rendered to State pursuant to the contract.

B. Time Limits

The Contractor/Team shall start work on *July 1, 2001*, contingent upon approval of the contract by the State and notification to proceed by the Contract Manager. All aspects of the work provided for in the contract will be completed by *June 30, 2003*.

C. Contract Administration

The Contract Manager for this contract is:

Carrie Pourvahidi
California High-Speed Rail Authority
925 L Street, Suite 1425
Sacramento, CA 95814
Phone: (916) 324-1541

SECTION VII GENERAL INFORMATION

A. Proposal Submittal

Responses to this Request for Proposals shall be submitted with *12* copies of the Technical Proposal and Cost Proposal. Proposals must be submitted by no later than 3:00 PM, May 30, 2001, addressed as follows:

MAILED TO:

California High-Speed Rail Authority
Attention: Carrie Pourvahidi
925 L Street, Suite 1425
Sacramento, CA 95814

HAND-DELIVERED TO:

California High-Speed Rail Authority
Attention: Carrie Pourvahidi
925 L Street, Suite 1425
Sacramento, CA 95814

The following information must be placed on the lower left corner of the submittal shipping package:

RFP # HSR-00008

California High-Speed Rail Public Information Program

Firm: _____

DO NOT OPEN

B. Late Submittals

A proposal is late if received at any time after *3:00 PM on May 30, 2001*. Proposals received after the specified time will not be considered and will be returned to the proposer.

C. Modification or Withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the proposer. To be considered, however, the modified proposal must be received by the date and time specified above.

D. Schedule

The anticipated schedule of activities related to this Request for Proposals is as follows:

<u>Activity</u>	<u>Date</u>
Notice in State Contracts Register	04/26/01
Written Question Submittal Deadline	05/10/01
Proposal Submittal Deadline	05/30/01
Oral Interviews	06/13/01

Notice of Intent to Award	06/20/01
Contract Award	06/27/01
Tentative Starting Date	07/01/01

E. Property Rights

Proposals received within the prescribed deadline become the property of the State and all rights to the contents therein become those of the State. All material developed and produced for the Authority under this contract shall belong exclusively to the Authority. If the Contractor/Team should lose its ability to service the Contract with the Authority, the Authority shall retain the right to use said materials without further compensation to the Contractor.

F. Debriefings

Written or oral proposal evaluation debriefings will not be given to unsuccessful proposers. However, all proposals and all evaluation and scoring sheets that are retained as a permanent State record shall be made available for public inspection.

G. Confidentiality

Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposals confidential will be regarded as non effective and will be disregarded.

H. Amendments to Request for Proposals

The State reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission.

I. Non-Commitment of State

This Request for Proposals does not commit the State to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. The State reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interests of the State to do so.

J. Public Domain

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

K. Inquiries

Inquiries concerning this Request for Proposals should be directed to:

Carrie Pourvahidi
Deputy Director
(916) 324-1541
cpourvahidi@hsr.ca.gov

L. Small Business Preference

NOTICE TO ALL PROPOSERS: Section 14835, et seq. of the California Government Code requires that a five percent preference be given to proposers who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be verified by the State Office of Small and Minority Business. Questions regarding the preference approval should be directed to that office at (916) 322-7122.

Any proposer who wishes to claim the small business preference must complete the Small Business Preference Request, Form ADM 0384 included with this Request for Proposals as Attachment E and provide a copy of the OSMB certification approval letter to be eligible for such preference. The form and the copy of the certification approval letter must be included with the Cost Proposal.

Small business bidders shall be granted a preference consisting of five percent of the price component of the highest scored proposal submitted by another bidder who is not certified as a small business.

ATTACHMENT A
RFP NO. HSR-00008

COST PROPOSAL FORMAT

PART I:

TOTAL LABOR COSTS FOR THE PROJECT:

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	PROJECTED <u>HOURS</u>	x	BILLING <u>RATE</u>	=	<u>TOTAL</u>
		_____		_____		_____
		_____		_____		_____
		_____		_____		_____
	Subtotal					_____

TOTAL OTHER DIRECT COSTS FOR THE PROJECT:

Itemize the anticipated quantities and costs.

Subtotal _____

TOTAL COST: _____

PART II:

LABOR COSTS BY TASK:

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	PROJECTED <u>HOURS</u>	x	BILLING <u>RATE</u>	=	<u>TOTAL</u>
		_____		_____		_____
		_____		_____		_____
		_____		_____		_____
	Subtotal					_____

OTHER DIRECT COSTS BY TASK:

Itemize the anticipated quantities and costs.

Subtotal _____

TOTAL COST:

ATTACHMENT B
RFP NO. HSR-00008

CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS¹

To qualify for an Oral Evaluation with the selection committee, the proposer must achieve a score of 85% or more.

	<u>Maximum Score</u>	<u>Actual Score</u>
1. Project Understanding	15	_____
A. Demonstrated knowledge of the project's purpose.		
B. Clarity and organization of proposal.		
2. Contractor Qualifications and Experience	20	_____
A. References		
B. Experience		
C. Consulting Team Organization		
3. Work Samples Submitted by Contractor	10	_____
A. Printed Material		
a. Production		
b. Effectiveness		
c. Budget		
B. Video (optional)		
a. Production		
b. Effectiveness		
c. Budget		
4. Contractor's Approach to the Public Outreach Program	25	_____
A. Logical course of action to meet objectives		
B. Creative and innovative approach to meet objectives		
C. Sensitivity to federal, state, regional, local and general public issues.		
5. Cost (See Attachment D for cost criteria calculation)	30	_____
Total	100	_____

¹See Attachment D for detailed criteria for the award of points.

ATTACHMENT C
RFP NO. HSR-00008

CRITERIA FOR EVALUATION OF ORAL INTERVIEWS¹

	<u>Maximum Score</u>	<u>Actual Score</u>
1. Technical Proposal (carry over) ²	20	_____
2. Project Understanding	20	_____
A. Demonstrated understanding of the projects goals and objectives		
B. Demonstrated knowledge of high-speed rail		
C. Understanding of transportation planning and requirements for initiating statewide programs.		
3. Presentation	30	_____
A. Overall organization of the oral presentation		
B. Flexibility and creativity of approach		
C. Sensitivity to state, regional, and local issues		
D. Confidence with the proposed project manager		
E. Experience of firm and project manager		
4. Cost (See Attachment D for cost criteria calculation)	30	_____
Total	<u>100</u>	_____

¹See Attachment D for detailed criteria for the award of points.

²Technical Proposal carry over is calculated as follows:

$(\text{Total score on Technical Proposal} / 100) \times 25 \text{ possible points} = \text{Carry Over Points}$

ATTACHMENT D
RFP NO. HSR-00008

CRITERIA FOR EVALUATION OF COST PROPOSALS

Cost Proposal and Budget Justification - (30 points for Technical/30 points for +carryover for Oral)

A score of up to 30 points may be earned based on the extent that the proposer's cost proposal and budget justification narrative is reasonable, consistent with the Project Work Plan and appropriately balances the commission, the per hour "fully loaded" fee charged, value of services offered, and pro bono services.

Reviewers will consider the following:

1. Extent to which the allocations of cost for each of the required work plan components is appropriately spread in the budget and is adequately justified in the budget narrative.

Weight: 0.40

2. The extent to which costs are reasonable and appropriate for the proposed scope of services and the value of the skills offered.

Weight: 0.30

3. Extent to which the per hour "fully loaded" fees charged are appropriate and reflective of industry standards.

Weight: 0.30

CRITERIA FOR AWARDING POINTS FOR THE TECHNICAL PROPOSALS AND ORAL INTERVIEWS:

For each category, points will be awarded based upon the following scale:

- | | | |
|-------------------------|---|----------------|
| 1. Exceeds requirements | = | 100% of points |
| 2. Meets requirements | = | 85% of points |
| 3. Slightly deficient | = | 60% of points |
| 4. Deficient | = | 40% of points |
| 5. Very deficient | = | 20% of points |

ATTACHMENT E
RFP NO. HSR-00008

SMALL BUSINESS PREFERENCE FORM
(Leave blank, if not applicable)

I wish to claim Small Business preference. I am registered with the State of California, Department of General Services, Office of Small and Minority Business.

Small business certification **letter** provided by State of California, Department of General Services, Office of Small and Minority Business **is attached**.

Small Business Number (not stamp number)

Signature

Title

Date